

Packman Removals - Terms & Conditions

Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word 'You' or 'Your' it means the Customer: 'We', 'Us' or 'Our' means the Remover. These terms and conditions can be varied or amended subject to prior written agreement. In Clauses 8, 9, 10, and 11 We set out our liability to You for loss and damage to Your goods and premises. Please read these clauses carefully. We are able to insure your goods on our policy up to a maximum figure of £10,000.00 if you accept our Insurance Option (see Term 12).

1. Our Quotation

1.1 Our quotation is not a guarantee that we have availability to accept your booking on the date you require. Accordingly your signed acceptance of our quotation does not constitute a contract between us until you have our written confirmation that we have accepted your booking.

1.2 Our quotation, unless otherwise stated, does not include insurance, customs duties, port charges including (but not limited to) demurrage, inspections, or any fees, or taxes payable to government bodies or agencies.

1.3 Our quotation is valid for twenty-eight days from the date of issue. Unless already included in Our quotation, reasonable additional charges may apply in the following circumstances:

1.3.1 If the work does not commence within twenty-eight days of acceptance;

1.3.2 Where We have given You a price including redelivery from store within Our quotation and the re-delivery from store has not taken place within six months from the date of the issue of the quotation;

1.3.3 Our costs change because of currency fluctuations, changes in taxation, freight, fuel, ferry or toll charges beyond our control.

1.3.4 The work is carried out on a Sunday, or Public Holiday or outside normal hours (call for details) at your request.

1.3.5 We have to collect or deliver goods at Your request above the first floor level or below ground floor level which we were not previously aware made aware of.

1.3.6 If You or Your agents request collection or access to Your goods whilst they are in store. We charge a £10.00 handling fee per storage container to allow you to access during our working hours.

1.3.7 We supply any additional services, including moving or storing extra goods (these conditions apply to such work).

1.3.8 The entrance or exit to the premises, stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway.

1.3.9 We have to pay parking charges or fines for illegal parking or other fees or charges in order to carry out services on Your behalf. You will be responsible for paying all such charges.

1.3.10 There are delays or events outside Our reasonable control which increase or extend the resources or time allowed to complete the agreed work (see Term 6.2).

1.3.11 If goods or materials which we loan to you are not returned to us or are returned in an unusable condition (see Term 3.1.9).

1.3.12 We agree in writing to increase Our limit of liability set out in Clause 8.1 prior to the work commencing;

1.4 You agree to pay any reasonable charges arising from the above circumstances.

2 Work not included in the quotation

2.1 Unless agreed by us in writing, we will not:

2.1.1 Dismantle or assemble furniture of any kind

2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.

2.1.3 Take up or lay fitted floor coverings or take down blinds or curtains.

2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.

2.1.5 Move or store any items excluded under Condition 4.

2.1.6 Dismantle or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, and satellite dishes, or move bricks, paving slabs, planters and the like.

2.1.7 Move any item(s) which Our removal crew reasonably believe they cannot move safely or the removal of which may damage the item(s) in question or its or their surroundings.

3 Your responsibility

3.1 You agree to:

3.1.1 Declare to us, in writing, the value of the goods being removed and/or stored. If it is subsequently established that the value of the goods removed or stored is greater than the actual value you declare, you agree that our liability under Term 8.1 or 8.1.1 will be reduced to reflect the proportion that your declared value bears to their actual value.

3.1.2 Obtain at Your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.

3.1.3 Ensure that adequate parking is available for Our vehicle(s) at both the collection and delivery addresses and pay for any parking charges, fines or fees as necessary.

3.1.4 Be present or represented throughout the collection and delivery of the removal.

3.1.5 Where We provide You with inventories, receipts, waybills, job sheets or other relevant documents You will ensure that they are signed by You or Your authorised representative as confirmation of collection or delivery of the goods.

3.1.6 Make a proper inspection of premises, property and other goods to ensure that nothing that should be removed is left behind and nothing is taken away in error and to check for damage caused by Us (see Term 9.1.3).

3.1.7 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.

3.1.8 Prepare adequately and disconnect and stabilise all appliances or electronic equipment prior to their removal.

3.1.9 Ensure that our boxes or other items loaned to You by Us remain in good condition and are made available for Us to collect within 28 days following the move (unless otherwise agreed in writing). We will make a charge of £2 per box for boxes not returned or those which are returned in an unusable condition.

3.1.10 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.

3.1.11 Ensure that all domestic and garden appliances, including but not limited to washing machines, dish washers, hose pipes, petrol lawn mowers are clean and dry and have no residual fluid left in them.

3.1.12 Provide Us with a correct and up to date contact address and telephone number during removal transit and/or storage of goods and update us in writing immediately of any changes. All correspondence and notices will be considered to have been received by You seven days after sending it by first class post to Your last address recorded by Us.

3.1.13 Ensure all payments to Us are made on time.

3.1.14 Advise the removal crew if You would like fragile items which we have packed to be unpacked at the delivery address to the nearest surface by Us.

3.2 Other than by reason of Our negligence or breach of contract, We will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

4 Goods not to be submitted for removal or storage

4.1 Unless previously agreed in writing by a director or other authorised company representative, the following items are excluded from our liability and must not be submitted for removal or storage and will under no circumstances be moved or stored by Us. The items listed under 4.1.1 below may present risks to health and safety and of fire. Items listed under 4.1.2 to 4.1.7 below carry other risks and You should make Your own arrangements for their transport and storage.

4.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, fuels, paints, firearms and ammunition.

4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, passports, stamps, coins, or goods or collections of any similar kind.

- 4.1.3 Goods likely to encourage vermin or other pests or to cause infestation or contamination.
- 4.1.4 We shall notify you in writing as soon as practicable if any of the goods, are in Our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions we would be prepared to accept such goods or whether we refuse to accept them. Should we refuse to accept the goods We will have no liability to You.
- 4.1.5 Perishable items and/or those requiring a controlled environment.
- 4.1.6 Any animals, birds, fish, reptiles or plants.
- 4.1.7 Goods which require special licence or government permission for export or import.
- 4.2 If You submit such goods without Our written agreement We will make them available for Your collection (if we discover them) and if You do not collect them within a reasonable time We may dispose of any such goods found in the consignment. You agree to pay Us any charges, expenses, damages, legal costs or penalties reasonably incurred by Us in disposing of the goods.

5 Ownership of the goods

- 5.1 By entering into this Agreement, you guarantee that:
- 5.1.1 The goods to be removed and/or stored are Your own property, or the goods are Your property free of any legal charge; or
- 5.1.2 You have the full authority of the owner or anyone having a legal interest in them to enter into this Agreement and You have made the owner fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.
- 5.1.3 You will provide a full indemnity and pay Us in respect of any claim for damages and/or costs brought against Us if either statement made in 5.1.1 or 5.1.2 is untrue.

6 Postponement, Cancellation and Waiting Charges

- 6.1 If You postpone or cancel a booking, We will charge You a reasonable postponement or cancellation fee according to how much notice is given as set out below in Terms 6.1.1 – 6.1.4. If You wish to cancel or postpone a booking you must notify us in writing (email is acceptable). If You cancel or postpone a booking at a time when Our office is closed the cancellation or postponement charge will be calculated from the date Our office reopened and we were able to receive Your message or letter.
- 6.1.1 More than 10 working days before the removal was due to start: No charge.
- 6.1.2 Between 7 and 10 days inclusive before the work was due to start: 50% of the charge previously agreed.
- 6.1.3 Between 4 and 6 days inclusive before the work was due to start: 75% of the charge previously agreed.
- 6.1.4 Between 0 and 3 days inclusive before the work was due to start: 100% of the charge previously agreed.
- 6.2 Our quotation is based upon us being able to begin unloading our vehicle(s) before 2pm on the day of delivery (unless specified in writing). If we are prevented from doing so for reasons beyond our control, waiting charges will become payable at a rate of £20 per man and per vehicle per hour. We offer a Waiting Charge Waiver for a fee equivalent to 7.5% of the total removal charge. If the Waiting Charge Waiver is accepted and paid for at least 24 hours prior to the move commencing, all waiting charges will be waived for a maximum of three hours.

7 Payment

- 7.1 Unless otherwise agreed by Us in writing, payment is required in full by cleared funds in advance of the storage period and at the point of booking for removals. In default of such payment We reserve the right to refuse to commence removal or storage until such payment is received.
- 7.2 Storage clients must ensure that they register a valid debit or credit card (credit card surcharge is 2%) with us at time of booking and authorise us to take storage payments from the card when payments become due.
- 7.3 You may not withhold payment for any reason (except with our written consent). Failure to comply with our payment terms will result in any liability that we have previously agreed to accept for Your goods becoming null and void.
- 7.4 Cheques returned to us as unpaid will incur a charge of £20 which will be added to Your account.
- 7.5 Storage charges are calculated by rounding up to the nearest full week (also see Term 1.3.6).
- 7.6 In respect of all sums which are overdue to us, We will charge 2% of the amount owed to us for each week that the account remains overdue.

7.7 We charge a 2% surcharge on credit card payments but there is no charge on payments made via debit card, cheque or bank transfer.

8 Our liability for loss or damage

8.1 If You choose not to accept Our Insurance Option We limit Our liability to a fixed limit per item. The amount of liability We accept under this agreement is reflected in Our charges for the work. If You wish Us to increase Our limit of liability per item You agree to pay a higher price for the work as stated in Term 1.3.12 (Our Quotation). Unless otherwise agreed in writing, if we are negligent or in breach of contract We will pay You up to £50 for each item which is lost or damaged as a direct result of any negligence or breach of contract on Our part to cover (or contribute towards) the cost of repairing or replacing that item. However, the first £50 of the total value of the claim(s) is excluded from Our liability.

8.1.1 Subject to Our having received Your itemised valued inventory (see Term 3.1.1) within a reasonable period prior to the commencement of work We may agree to increase Our liability, for an additional charge. We will not unreasonably withhold consent to such a request. This is not insurance cover and Your attention is drawn to the Insurance Option in Clause 12.

8.2 For goods destined to, or received from a place outside the United Kingdom;

8.2.1 We will only accept liability for loss or damage arising from Our negligence or breach of contract whilst the goods are in Our physical possession (Term 8.1.1 above will apply).

8.2.2 Where We engage an international transport operator, shipping company or airline to convey Your goods to the place, port or airport of destination, We do so on Your behalf and subject to the terms and conditions set out by that carrier.

8.2.3 If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, You may have limited recourse against the carrier depending upon the carriers particular terms and conditions of carriage, and You may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, or the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is Your responsibility to arrange adequate marine/transit insurance cover.

8.2.4 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies.

8.3 For the purposes of this Agreement an item is defined as:

8.3.1 The entire contents of a box, parcel, package, carton, or similar container; and

8.3.2 Any other object or thing that is moved, handled or stored by us.

9 Damage to premises, property or other goods

9.1 Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage (see Term 10.6). Therefore Our liability is limited as follows:

9.1.1 If we cause loss or damage to premises or property or other goods for removal as a result of our negligence or breach of contract, our liability shall be limited to making good the damaged area only.

9.1.2 If We cause damage as a result of moving goods under Your express instruction, against Our advice, and/or where moving the goods in the manner instructed is likely to cause damage, We shall not be liable for any damage which results.

9.1.3 If We are responsible for causing damage to Your premises, property or other goods submitted for removal and/or storage, You must note this on the worksheet or waybill before Our staff leave the premises. We will not be liable for any claims made for damage where the damage was not noted on the worksheet or waybill before Our staff left the premises in question (see Term 3.1.6).

10 Exclusions of liability

10.1 We shall not be liable for loss, damage, delays or failures to provide the services under this Agreement as a result of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and/or military coup, Act of God, adverse weather, third party industrial action, re-scheduled sailing, departure or arrival times, port congestion, or other such events outside our reasonable control.

10.2 We will not be liable for any loss, damage or failure to produce the goods as a result of:

10.2.1 Normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

10.2.2 Moth or vermin or similar infestation.

10.2.3 Cleaning, repairing or restoring unless We arranged for the work to be carried out.

10.2.4 Changes caused by atmospheric conditions such as dampness, mould, mildew, rusting, tarnishing, corrosion, or gradual deterioration unless directly linked to ingress of water. OR

10.2.5 For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton, case or other container not both packed and unpacked by Us.

10.2.6 For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage.

10.2.7 For any goods which have a pre-existing defect or are inherently defective.

10.2.8 For perishable items and/or those requiring a controlled environment.

10.2.9 For items referred to in Clause 4.

10.2.10 For plants and self assembly furniture.

10.2.11 For any floor coverings, pathways or driveways.

10.3 No employee/contractors of Ours shall be separately liable to you for any loss, damage, misdelivery, errors or omissions under the terms of this Agreement.

10.4 Where goods are handed out from store Our liability will cease upon handing over the goods to You or Your authorised representative (see Term 11.1).

10.5 We will not be liable for any loss or damage caused by Us or Our employees or agents in circumstances where:

(a) there is no breach of this Agreement by Us or by any of Our employees or agents

(b) such loss or damage is not a reasonably foreseeable result of any such breach.

10.6 We shall not be liable for loss or damage if there are other workmen at either the collection or delivery addresses unless it is proved beyond reasonable doubt that Our staff were responsible.

10.7 Our liability does not cover any loss or damage which is not caused by Us or items which are not lost or damaged but which may form part of a set.

11 Time limit for claims

11.1 If You or Your authorised representative collect the goods, We must be notified in writing (on the release form or waybill) of any damage before You or Your agent load the item(s) in question and also notified in writing (on the release form or waybill) of any loss before You or Your agent leave Our premises or the hand over location.

11.2 We will not be liable for any loss or damage to any property or premises unless it is pointed out to our staff and noted by You on the waybill before Our staff leave the premises (see Term 9.1.3). Any claim for loss or damage must then be made to us in writing within seven (7) days of delivery by Us to their destination.

12 Insurance Option

This condition applies if You have accepted and paid for the Insurance Option we offer at least 24 hours before the removal is due to commence. Details of the cover are set out in the Summary Of Our Insurance provided to You (leaflet enclosed with quote) full details of the policy are available upon request.

12.1 We shall take out and maintain a contract of insurance in accordance with the Summary Of Our Insurance. The insurance will cover Us for any claims made by You if Your goods are lost or damaged whilst in the care custody or control of ourselves, our agents or sub-contractors. The basis of settlement shall be the replacement value of the goods taking into account the value of the goods stated by You when You entered into this agreement not exceeding £10,000.00 (unless agreed by us in writing). You must notify Us in writing of any item(s) due to be moved or stored by Us with a value exceeding £2,000.00 if you accept Our Insurance Option. Our policy is not new for old and the insurers will take in to account the age and degree of use when settling a claim. Our policy does not cover items which are excluded from Our liability within this contract.

12.2 In the event of a claim the following provisions shall apply:

We will provide you with a claims form you will return to Us and We shall notify the insurer within 7 days of receipt from You. You will be responsible for quantifying the claim and providing two competitive quotes to repair or replace item(s) as necessary. For the purposes of processing any claim You must provide Us, the

insurer or any agent appointed by the insurer (to investigate Your claim) with such information as may reasonably be required to assist with enquiries relating to the claim. We will also provide to You, the insurer, or any agent appointed by the insurer (to investigate the claim), with such information and assistance in relation to the claim as may reasonably be required. While we will, notify claims to the insurer, we are not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim [unless specifically agreed with you in writing].

12.3 When an insurance claim has been made and insurers have agreed to settle the claim, We shall pay or arrange for payment to be made direct to You any settlement agreed with insurers after deduction of any outstanding sums due to Us from You. For the avoidance of doubt, You agree that our liability to You in respect of any claim shall be limited to the sums, which We are able to recover from insurers under such insurance cover and We shall have no further liability to You in respect of Your claim.

12.4 The first £50 of any claim is not covered by Us or the insurers that we appoint. You will be responsible for paying the first £50 of the total value of any claim(s).

12.5 We are not qualified or authorised to give You any advice concerning this insurance cover and We make no representations and give no warranties as to whether it meets Your particular demands or needs. It is Your responsibility to make your own judgment as to whether such insurance meets Your own requirements. We will not be liable for any loss or damage costs or expenses You incur if the insurance does not meet Your requirements.

12.6 Items listed in clause 4 and 10 will not be covered under Our insurance policy or Our liability to You.

12.7 Nothing in this Condition 12 shall make us Your agent.

13 Delays in transit

13.1 Other than by reason of Our negligence or breach of contract, We will not be liable for delays in transit.

13.2 If through no fault of ours We are unable to deliver Your goods, We will take them into store. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Your expense.

13.3 Any transit times quoted by Us are estimated and based upon information known to Us at the time. Transit times may vary due to a number of factors outside Our control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise You of any material changes to the transit times as soon as We become aware. We will not be liable for any loss or damage incurred by You as a result of delays in transit time unless directly attributable to Our negligence or breach of contract.

14 Our Right to Hold the Goods (lien)

“Lien” is the legal right of the remover to hold goods until the customer has paid all outstanding charges. We shall have a right to withhold and ultimately dispose of some or all of the goods if You fail to pay the charges and any other payments due under this or any other Agreement (see Term 21 and 22). These include any charges that We have paid out on Your behalf. While We hold the goods You will be liable to pay all storage charges and other costs (including disposal and legal costs) reasonably incurred by Us in recovering Our charges and applying Our right of lien. These terms and conditions shall continue to apply.

15 Disputes

If there is a dispute arising from this Agreement, which cannot be resolved, either party may refer it to the or to the conciliation services provided by the National Guild of Removers (NGRS) or the British Association of Removers (BAR). If the dispute cannot be settled by this method, it may be referred by either party to the Removals Industry Ombudsman (Tel: 01753 888206) or to the BAR Arbitration Service (Tel: 01923 699486). Both schemes offer an independent and impartial dispute resolution service. Using the Removals Industry Ombudsman service is free of charge. Conciliation does not prejudice Your right to commence court proceedings.

16 Our right to sub-contract the work

16.1 We reserve the right to sub-contract some or all of the work.

16.2 If We sub-contract, then these conditions will still apply.

17 Route and method

17.1 We have the right to choose the method and route by which to carry out the work.

17.2 Unless it has been specifically agreed otherwise in writing in our Quotation, other space/volume/capacity on Our vehicles and/or the container may be utilised for consignments of other customers.

18 Advice and information for International Removals

We will use Our reasonable endeavours to provide You with up to date information to assist You with the import/export of Your goods. Information on such matters as national or regional laws and regulations which are subject to change and interpretation at any time is provided in good faith and is based upon existing known circumstances. It is Your responsibility to seek appropriate advice to verify the accuracy of any information provided.

19 Applicable law

This contract is subject to the laws of England and Wales.

20 List of goods (inventory) or receipt

Where we produce a list of Your goods (inventory) or a receipt and send it to You, it will be accepted as accurate unless You write to us within 10 days of the date of our sending / providing, or within a reasonable period agreed between us, notifying Us of any errors or omissions.

21 Revision of storage charges

We review our storage charges periodically. You will be given 30 days' notice in writing of any increases.

22 Our right to Sell or dispose of the Goods

If payment of Our charges relating to Your goods is in arrears, and on giving You three months' notice, We are entitled to require You to remove Your goods from Our custody and pay all money due to Us. If You fail to pay all outstanding amounts due to Us, We may sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to You. The net proceeds will be credited to Your account and any eventual surplus will be paid to You without interest. If the full amount due is not received, We may seek to recover the balance from You and charges which We incur as a result will be added to Your account.

23 Termination

If payments are up to date and the account is well maintained, We will not end this contract except by giving You three months' notice in writing. If You wish to terminate Your storage contract, You must give us at least 10 working days' notice (this is not a guarantee that we will have availability to deliver on the date You require). If We can release the goods earlier, We will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

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